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Landlord and Tenant

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employers and employees of the place picketed.[7] Also, a refinery employees' union was restrained from peacefully picketing separate terminals and bulk plants of the same employer to induce workers in another union to stop work in these physically independent facilities.[8]

The Ohio Court of Appeals' judgment, reported in last year's survey,[9] allowing specific performance of a labor contract on behalf of the union, was reversed by the Ohio Supreme Court on the grounds that equity will not decree specific performance where the issue is seniority rights and requires the employer to continue to hire certain employees or to rehire discharged employees. The employees' actions could not be maintained as a class suit because of varying seniority rights and pay differentials.[10]

The Ohio Supreme Court also denied jurisdiction in an original action to set aside and vacate an administrative order by the Director of Industrial Relations directing installation of equipment and alteration of a building for safety purposes. No revisory jurisdiction of this nature has been given the Ohio Supreme Court.[11]

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LANDLORD AND TENANT

Zurich Gen. Acc. & Liability Ins. Co. v. Mut. Mortgage & Inv. Co.,[1] indicates a new hazard to be avoided by the draftsman of apartment leases. The plaintiff, as subrogee of its insured, claimed that an apartment lease providing for garage facilities where there is an attendant who washes and parks the cars creates a bailment with a bailee's liability for theft. The court, however, held that a lease of garage facilities which contains nothing about receiving and caring for the automobile is not a bailment contract. Furthermore a covenant of the lease exempting the landlord from liability for the theft of the tenant's personalty from the demised premises is binding. The mere presence of an attendant who performs the services of washing and parking tenants' automobiles is insufficient to establish that the attendant had authority to render such services in behalf of the landlord.

The opinion of the court of appeals indicates that a clause in the lease exempting the landlord from any bailment relationship by reason of services performed by the attendant might be needed in a proper case to exempt the landlord from liability for theft.

An unusual situation presented itself in *State* ex rel *Haver v. Braxton W Campbell Co.*[2] The court of common pleas held that where certain improvements were to revert to the landlord without compensation there-

[1] 113 N.E.2d 134 (Ohio App. 1953).

[2] 51 Ohio Op. 317, 114 N.E.2d 613 (Hamilton Com. Pl. 1953).